

REMARKS

Reconsideration of the rejection set forth in the Office Action is respectfully requested. By this amendment claim 1 has been amended. Currently, claims 1-12 are pending in this application.

Rejection under 35 USC 102

Claims 1-12 were rejected under 35 USC 102(b) as unpatentable over Crosbie (U.S. Patent Application Publication No. 2002/0085719). This rejection is respectfully traversed in view of the amendments to the claims and the following arguments.

In the previous response, applicants argued that Crosbie fails to teach or suggest a wireless client that has both primary and secondary active affiliations with two different access points.

In the response to the arguments section, the Examiner focused on the term “maintaining” and stated that this was a broad term. Specifically, the Examiner stated the word “maintaining” was being interpreted broadly and that, since Crosbie keeps knowledge of the access point in connection with temporary handoffs, Crosbie was still deemed to anticipate this limitation.

Applicants will not dispute the Examiner’s prerogative to interpret the term “maintaining” broadly. However, applicants respectfully submit that the Examiner is also required to give patentable weight to the term “active”. While Crosby may “maintain” the first association during the temporary handoff, the first association is not “active” during the temporary handoff. Thus, Crosby does not “engage ... to form a second active affiliation between the wireless client and the second wireless access point ... while still maintaining the primary active affiliation between the wireless client and the first wireless access point...” Since Crosbie does not maintain a primary active affiliation when the second affiliation becomes active, applicants respectfully submit that Crosbie fails to anticipate claim 1.

On page 3 of the Office Action the Examiner indicated that the term “active” is likewise interpreted broadly. To clarify the meaning of the term “active,” applicants have amended claim 1 to recite that the primary active affiliation is a first connection that the wireless client may use to send data to the first wireless access point, and that the second active affiliation is a second connection that the wireless client may also use to send data to the second wireless access point. Inclusion of the word “also” implies that both the primary and the second active affiliations may be used at the same time to send data from the wireless client to the first and second wireless

access points. For example, in the specification at paragraph 27, applicants describe that the wireless client may have a first active affiliation with a primary wireless access point that is used for voice, and a second simultaneous active affiliation with a different wireless access point that is used for data. Both of the affiliations in claim 1 are active and, hence, may both be used by the wireless client to transmit data on the network.

Claim 1 has further been amended to recite that the wireless client simultaneously may use either the primary active affiliation or the second active affiliation to send data on the wireless local area network. This reinforces the notion conveyed by the word “also” to explicitly recite that both active affiliations may be used by the wireless client to send data on the wireless local area network at the same time.

Crosbie does not anticipate this limitation since Crosbie has only one active affiliation at a given time. In Crosbie, even if a handoff is temporary, a given wireless device will only be actively associated with one access point at a time. Although the mobile device may keep knowledge of the previous access point for a predefined period of time (Crosbie at Paragraph 39), the mobile device performs an actual handoff such that the mobile device only has one active affiliation with a single wireless access point at any point in time and will thus be able to transmit data only to one given wireless access point at a particular point in time.

In the response to arguments section the Examiner further stated that applicants argued that Crosbie does not teach claim 1 because Crosbie does not teach “determination as to which access point should be used.” Applicants respectfully traverse this assertion. Applicants mentioned this phrase not as a separate argument, but in connection with arguing the benefits of having two active affiliations. The focus of the argument throughout the previous response was on the notion of having two active affiliations. Applicants were not stating that this exact language was contained within the claim, but rather were explaining that this is one of the benefits of having two active affiliations, and that Crosbie was not able to achieve this since Crosbie has only a single active affiliation at a particular point in time.

Since the claims presented in the previous Amendment recited first and second active affiliations, applicants were under the impression that the arguments were fully supported by the claim as previously presented. However, to make this explicit, applicants have included the phrase “such that the wireless client may use either the primary active affiliation or the second active affiliation to send data on the wireless local area network.” Accordingly, although applicants believe that this notion was previously included in the claims because of use of the

term “active,” applicants have added this phrase to make this explicit. Thus, the Examiner is respectfully requested to give this phrase patentable weight and withdraw the rejection of the claims over Crosbie.

Conclusion

Applicants respectfully submit that the claims pending in this application are in condition for allowance and respectfully request an action to that effect. If the Examiner believes a telephone interview would further prosecution of this application, the Examiner is respectfully requested to contact the undersigned at the number indicated below.

Extension of Time

Applicant requests a two month extension of time to respond to the Office Action, the fee for which is being paid concurrently herewith. If any additional fees are due in connection with this filing, the Commissioner is hereby authorized to charge payment of the fees associated with this communication or credit any overpayment to Deposit Account No. 141315 (Ref. 16155ROUS01U).

Respectfully Submitted

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Anderson Gorecki & Manaras LLP
P.O. Box 553
Carlisle, MA 01741
Tel: (978) 264-4001
Fax: (978) 264-9119

/John C. Gorecki/
John C. Gorecki, Reg. No. 38,471